

## TERMS

This Highway Safety Project Application and any attachments, when signed by all concerned parties, shall constitute a contractual agreement by and between the applicant (subgrantee) and the Highway Safety Office (HSO) to perform in accordance with the terms of this application and attachments, taken as a whole.

(1) Reports: The subgrantee shall submit monthly expenditure reports, monthly (or quarterly if stated in the project application) progress reports, and no later than 90 days after the end of the project period a final report. The reports shall be in a format provided by the HSO.

(2) Project Records: A complete record of this project must be retained by the subgrantee for three (3) full years after the end of the project period. If any audit is in progress at the three (3) year mark, the records shall be retained until completion of the audit. This record must include accounting records of all costs incurred on this project, including supplies, services, travel, personnel, and capital equipment (defined as costing more than \$5,000 and a life of more than one year), time records for personnel working on this project, copies of reports submitted to the HSO, and all project applications and adjustments.

(3) Funding: Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 45 days. The subgrantee will use the funds provided herein to supplement and not supplant state or local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved herein. Reimbursement will be made monthly by HSO for its share based on the monthly cost report. The subgrantee will expend from non-federal sources the agreed matching amounts, which shall be expended not later than 45 days following the completion of the project.

(4) Purchases: Property, supplies, or services must be purchased in compliance with state or local regulations. After the end of the project, capital equipment (over \$5,000 and more than one year life), shall continue to be used for purposes similar to the project's scope or will be disposed of with written permission of the HSO. The subgrantee will make and maintain an inventory of capital equipment to include descriptions, serial numbers, location, original cost, and estimated life, and agrees to respond to all future requests from the HSO regarding inventory requests.

(5) Grant Management and Cost Principles: The management of this subgrant and allowability of costs shall be in accordance with the Office of Management and Budget (OMB) Circulars A-87 and A-102 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, OMB Circular A-122 for nonprofit entities, and 49CFR 18.

(6) Income: Funds received by the subgrantee with respect to the conduct of this project (sale of publications, registration fees, sale or lease of materials, service charges, etc.) shall be accounted for and this income applied to project purposes or the reduction of project costs.

(7) Changes: The subgrantee shall obtain written approval from the HSO for major project changes, including changes in objectives, activities, evaluation, key personnel, or budget changes such as additional funding or moving funds from one budget area to another.

(8) Audits: State and local governments are subject to OMB Circular A-133 which requires a single audit of all federally funded programs where the total of all federal funding to a single agency exceeds \$300,000. These audits will be arranged for and reported by the subgrantee.

(9) Third Party Participation: No agreement may be entered into by the subgrantee relative to this project which is not incorporated herein and approved in advance by the HSO. Any such arrangement shall specify that the subgrantee retains ultimate control and accountability for the project, and the HSO will be provided a copy of any agreement. Any agreement must allow for the greatest competition practicable or justification for a negotiated agreement and documentation shall be provided to HSO. No participation may be given to any government-wide debarred or suspended entity.

(10) Termination: This subgrant may be terminated, fund payments discontinued or reduced by the HSO at any time upon written notice to the subgrantee due to non-availability of funds, failure of the subgrantee to accomplish any of the terms herein, or from any change in scope or timing of the project.

(11) Copyrights and Patents: Any copyrightable material created as part of this subgrant may be copyrighted by the subgrantee, but the HSO and the federal grantor agency reserve a royalty free, nonexclusive and irrevocable license to reproduce, publish and use such material. Any discovery or invention derived from work performed under this subgrant shall be referred to the HSO and the federal grantor to determine whether or not patent protection will be sought and how the public interest will be protected.

(12) Nondiscrimination: No person shall be excluded from participation or benefit of this subgrant on the basis of race, color, sex, age, disability, religion, or national origin.

(13) Political Activity: No funds, materials, property, or services provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

(14) Federal Lobbying: No federal funds will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, grant, loan, or agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or agreement.

State and Local Lobbying: No funds under this subgrant may be used to pay a lobbyist, donate to a political candidate, oppose a political candidate, or produce materials aimed solely at influencing legislation. A direct request from a legislator or local official for factual information may be answered.

(15) Drug-free workplace: The subgrantee certifies that it will provide a drug-free workplace through published statements for employees and providing ongoing awareness of drug dangers and consequences.

(16) Seat Belt Policy: The subgrantee shall have a policy stating that its employees or agents when driving or riding in a vehicle on official business shall properly use a safety restraint.